



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

January 08, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

17 January 8, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**ADOPT RESOLUTION AUTHORIZING HIGHWAYS-THROUGH-CITIES  
FUNDING AND DELEGATE AUTHORITY TO ENTER INTO AGREEMENTS AND FUTURE  
AMENDMENTS WITH THE CITIES OF DUARTE, MONROVIA, AND PICO RIVERA FOR  
INSTALLATION AND OPERATION OF A TRAFFIC SIGNAL CONTROL SYSTEM AND A  
COMMUNICATION NETWORK  
(SUPERVISORIAL DISTRICTS 1 AND 5)  
(4 VOTES)**

### **SUBJECT**

This action is to adopt the enclosed resolution to authorize Highways-Through-Cities funding in the amount of \$457,000 and to delegate authority to the Director of Public Works or her designee to execute agreements between the County of Los Angeles and the Cities of Duarte, Monrovia, and Pico Rivera to outline the roles and responsibilities associated with the installation of communications devices and traffic signal controller upgrades. This action will also delegate authority to the Director of Public Works or her designee to execute future amendments to these agreements, if necessary, to modify the locations where the improvements will be installed as long as the Director of Public Works or her designee's current Board-approved contract authorization is not exceeded.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the agreements between the County of Los Angeles and the Cities of Duarte, Monrovia, and Pico Rivera are categorically exempt from the provisions of the California Environmental Quality Act.

2. Adopt Resolution 3929 finding that the installation of communication devices and traffic signal controller upgrades located entirely within the Cities of Duarte, Monrovia, and Pico Rivera is of general County interest and that the County of Los Angeles aid in the form of Highways-Through-Cities funds in the amount of \$457,000 shall be provided to the Cities to be expended in accordance with all applicable provisions of law relating to funds derived from Proposition C local sales tax.
3. Delegate authority to the Director of Public Works or her designee to execute agreements between the County of Los Angeles and the Cities of Duarte, Monrovia, and Pico Rivera to define the roles and responsibilities associated with connecting specific traffic signals within these Cities to the County's Traffic Signal Control System.
4. Delegate authority to the Director of Public Works or her designee to execute amendments to these agreements if necessary in the future, in order to modify the locations where the system and improvements will be installed and other items related to the attachments of the agreements as long as the Director of Public Works or her designee's prior Board-approved contract authorization is not exceeded.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to delegate authority to the Director of Public Works or her designee to enter into agreements with the Cities of Duarte, Monrovia, and Pico Rivera in substantially the same form as the enclosed draft agreement to delineate responsibilities between the Cities and the County of Los Angeles associated with the connection of specific traffic signals within said Cities to the County's Traffic Signal Control System. Since this work is entirely within the Cities of Duarte, Monrovia, and Pico Rivera, Public Works is requesting the Board's adoption of the resolution to authorize a County contribution of \$457,000 in Highways Through-Cities (HTC) funds to finance the cost of the projects in the Cities. The traffic signal system components will be installed on Rosemead Boulevard, Beverly Boulevard, Whittier Boulevard, and Washington Boulevard in the City of Pico Rivera; on Huntington Drive in the City of Duarte; and on Huntington Drive and Myrtle Avenue in the City of Monrovia.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3). The residents of the Cities and unincorporated area who travel on the roadways of these Cities will benefit by this enhancement to the Cities' traffic signal operation.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

On October 19, 2004, Item 39, and September 18, 2007, Item 31, the Board approved agreements with Kimley-Horn and Associates, Inc., in the amount of \$2,072,250 for procurement of a traffic signal control system and Systems Analysis and Integration, Inc., in the amount of \$9,943,289 for the expansion of a wireless communication system, respectively. Approximately 80 percent of these contracts amounts were funded by Call for Project Proposition C Discretionary Grant Funds with County matching funds providing the remaining 20 percent of the funding for installation of the components.

These prior actions included the authorization to complete the work in these Cities. The total cost of this work is estimated to be \$457,000, with the City of Duarte's jurisdictional share being \$53,000, the City of Monrovia's share being \$106,000, and the City of Pico Rivera's share being \$298,000. The total cost also includes approximately \$123,000 for cable installation in the Cities to be performed by County forces.

The installation cost of the communications devices will be financed with approximately \$392,000 in Los Angeles County Metropolitan Transportation Authority (LACMTA) Call for Projects and \$65,000 in Proposition C Local Return match funds. On an annual basis, a \$2,500,000 Top-of-Pot (TOP) allocation from the Proposition C Local Return Fund Budget has been established for the County's Traffic Congestion Management Program. The \$65,000 will be funded from this TOP allocation. The \$457,000 in HTC funds consists of Proposition C Discretionary Grant funds and Proposition C Local Return funds. Financing for installation of the communications devices is included in the Fiscal Year 2012-13 Proposition C Local Return Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Sections 1680-1684 of the California Streets and Highways Code provide that the Board of Supervisors of any County may, by a resolution adopted by four-fifths vote of its members, determine that certain types of improvements are of general County interest and that County aid shall be extended therefore.

On October 19, 2004, Item 39, and September 18, 2007, Item 31, the Board approved Agreements with Kimley-Horn and Associates, Inc., in the amount of \$2,072,250 for procurement of a traffic signal control system and Systems Analysis and Integration, Inc., in the amount of \$9,943,289 for the expansion of a wireless communication system, respectively.

A draft agreement, which has been reviewed and approved as to form by County Counsel, is enclosed. The intent of the agreement is to document the roles and responsibilities of the Cities and the County when connecting traffic signals to the County's Traffic Signal Control System and to confirm the associated liabilities of each agency. Nothing in this agreement will alter the current roles and responsibilities of the Cities in operating and maintaining the traffic signals and traffic signal control system within their respective jurisdiction.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act Guidelines (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 4 and 22, of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. This exemption provides for the modification of existing traffic signal systems and the maintenance of existing roadway facilities.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects during the performance of the recommended services.

**CONCLUSION**

Please return one adopted copy of this letter and the signed resolution to the Department of Public Works, Traffic and Lighting Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:DRL:pc

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel (Warren Wellen)  
Executive Office

**RESOLUTION 3929 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
LOS ANGELES TO EXTEND COUNTY AID TO THE CITIES OF DUARTE,  
MONROVIA, AND PICO RIVERA FOR THE INSTALLATION OF THE COUNTY OF  
LOS ANGELES' TRAFFIC SIGNAL CONTROL SYSTEM**

WHEREAS, the Cities of Duarte, Monrovia, and Pico Rivera, hereinafter referred to as CITIES, desire to connect their traffic signals to the County of Los Angeles (hereinafter referred to as COUNTY) Traffic Signal Control System; and

WHEREAS, connecting CITIES traffic signals to the COUNTY's Traffic Signal Control System requires communications and traffic signal controller upgrades, hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within CITIES pursuant to Memorandums of Understanding Numbers P0004221 and P0008121 between COUNTY and LACMTA; and

WHEREAS, PROJECT will be installed entirely within the jurisdictional limits of CITIES; and

WHEREAS, PROJECT is of general interest to CITIES and COUNTY; and

WHEREAS, PROJECT will be installed along all, or portions of, the following arterials within the CITIES: Huntington Drive, Myrtle Avenue, Rosemead Boulevard, Beverly Boulevard, Whittier Boulevard, and Washington Boulevard; and

WHEREAS, the total cost of PROJECT is currently estimated to be Four Hundred Fifty Seven Thousand Five Hundred Dollars (\$457,000.00); and

WHEREAS, the total cost of PROJECT will be financed with Three Hundred-Ninety Two Thousand Dollars (\$392,000.00) in Los Angeles County Metropolitan Transportation Authority (LACMTA) 1997 and 2001 Call For Projects, and Proposition C Discretionary Grant funds for the Gateway Cities and the San Gabriel Valley Forums, respectively, and Sixty Five Thousand Dollars (\$65,000.00) in Proposition C Local Return match funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand Dollars (\$2,500,000.00) top-of-pot allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the Sixty Five Thousand Dollars (\$65,000) will be funded from this top-of-pot allocation; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW THEREFORE, it is hereby resolved as follows:

SECTION 1. The PROJECT is of general County interest and County aid shall be extended therefor.

SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Sections 1680-1684 of the California Streets and Highways Code, to extend aid to CITIES in the amount of Four Hundred Fifty Seven Thousand Dollars (\$457,000.00) for PROJECT from the Proposition C Discretionary Grant funds and Proposition C Local Return funds to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax..

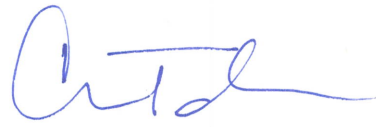
SECTION 3. The financial obligations of COUNTY are expressly conditioned upon obtaining reimbursement from LACMTA pursuant to Memorandums of Understanding Number P0004221 and P0008121 between COUNTY and LACMTA.

SECTION 4. If any provisions of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

The foregoing resolution was on the 8<sup>th</sup> day of January, 2013, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

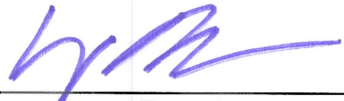


SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By   
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By   
Deputy

## A G R E E M E N T

THIS AGREEMENT made and entered into by and between the CITY OF DUARTE, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

## W I T N E S S E T H

WHEREAS, on October 19, 2004, COUNTY entered into an agreement with Kimley-Horn and Associates, Inc., for the procurement of a traffic control system; and

WHEREAS, the traffic control system is known as the Kimley-Horn Integrated Transportation System (hereinafter referred to as KITS); and

WHEREAS, CITY has indicated their desire to connect their traffic signals to the COUNTY'S KITS; and

WHEREAS, on September 18, 2007, COUNTY executed an Amendment with Systems Analysis & Integration, Inc., for the expansion of a wireless communication system (hereinafter referred to as WIRELESS COMMUNICATION); and

WHEREAS, COUNTY'S agreement for WIRELESS COMMUNICATION includes a provision for placement at specified CITY traffic signals as denoted in Attachment A; and

WHEREAS, use of KITS requires that a communication link be established between a remote location and the CITY'S traffic signals listed in Attachment A (hereinafter referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, a KITS workstation is required in order for CITY to monitor and control their TRAFFIC SIGNALS from a remote location (hereinafter referred to as WORKSTATION); and

WHEREAS, basic traffic signal timing involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement and assigning detection; and

WHEREAS, coordination traffic signal timing involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY has developed LACO-4E traffic signal controller firmware to enable basic traffic signal timing and coordination timing for traffic signals connected to KITS; and



WHEREAS, COUNTY will install LACO-4E at CITY TRAFFIC SIGNALS listed in Attachment A; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to connecting CITY TRAFFIC SIGNALS to KITS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To convert and install LACO4-E basic traffic signal timing and coordination traffic signal timing at CITY TRAFFIC SIGNALS to enable operations with KITS, at no cost to CITY.
- b. To install WIRELESS COMMUNICATION at CITY TRAFFIC SIGNALS at no cost to CITY, unless another form of communication is denoted on Attachment A.
- c. To install WORKSTATION in CITY for their use to monitor and control CITY TRAFFIC SIGNALS, with the installation to be completed at no cost to CITY.
- d. To not alter basic traffic signal timing or coordination signal timing at CITY TRAFFIC SIGNALS without prior approval from CITY. In the event that COUNTY alters basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS following prior approval by the CITY, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS, CITY shall notify COUNTY in writing within ninety (90) days after the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing alterations performed by COUNTY.

- e. Subsequent to CITY'S approval in 1 (d) above, and upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement No. 77552 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), to review, observe, and if necessary, recommend revisions to and/or modify basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS. Upon approval from CITY, to download basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS from COUNTY'S KITS workstation to improve traffic signal operations. If revisions are required, COUNTY will provide CITY with updated traffic signal timing sheets to enable CITY to maintain a current copy.

(2) CITY AGREES:

- a. To be solely responsible for maintaining the basic traffic signal timing and coordination traffic signal timing for CITY TRAFFIC SIGNALS to promote coordinated traffic operations, multi-jurisdictional cooperation, and improve arterial traffic conditions.
- b. To inform the COUNTY of any changes implemented to the basic traffic signal timing and coordination traffic signal timing that may impact the coordination of CITY TRAFFIC SIGNALS.
- c. If CITY believes COUNTY improperly or negligently revised CITY TRAFFIC SIGNALS pursuant to section 1(d) hereinabove, CITY shall notify COUNTY in writing within ninety (90) days of the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing revisions performed by COUNTY.
- d. To inform the COUNTY of new traffic signal installations and any traffic signal modifications which would affect coordination traffic signal timing.
- e. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense WORKSTATION and WIRELESS COMMUNICATION (or other communication if denoted on Attachment A) that is installed at CITY TRAFFIC SIGNALS.
- f. If requested by the COUNTY, to issue a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 77552 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), pursuant to which the CITY will reimburse the COUNTY for the annual costs incurred by COUNTY to operate and maintain CITY TRAFFIC SIGNALS on the COUNTY'S KITS system. Said cost is

currently estimated to be Two Thousand and 00/100 Dollars (\$2,000) per year.

- g. If CITY desires COUNTY to observe, recommend revisions to, and/or modify the traffic signal timing at CITY TRAFFIC SIGNALS, to submit to COUNTY a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 77552 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect).
- h. To ensure the traffic signal timing sheets located in the cabinet for CITY TRAFFIC SIGNALS at each intersection contain the most recently installed version of the traffic signal timing and accurately reflect all changes made to CITY TRAFFIC SIGNALS.
- i. To allow COUNTY to monitor the operation of CITY TRAFFIC SIGNALS.
- j. To obtain and grant to COUNTY any necessary temporary right of way within CITY for installation of WIRELESS COMMUNICATION at no cost to COUNTY.
- k. To issue COUNTY a no-fee permit(s) authorizing COUNTY to install WIRELESS COMMUNICATION within CITY highway right of way.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The terms and provisions of Agreement No. 77552 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect) regarding the COUNTY and CITY'S roles and responsibilities in carrying out traffic signal synchronization projects shall remain in full force and effect.
- b. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining CITY TRAFFIC SIGNALS.
- c. CITY shall be solely responsible for detecting and correcting malfunctions of CITY TRAFFIC SIGNALS and COUNTY shall not be required to notify CITY of or correct any traffic signal malfunctions detected by KITS.
- d. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- e. Any additions, deletions, or modifications to this AGREEMENT shall be approved by the governing bodies of CITY and COUNTY, or their designees.

- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: City Clerk  
City of Duarte  
1600 Huntington Drive  
Duarte, CA 91010

With Copy to: Public Works Division Manager  
City of Duarte  
1600 Huntington Drive  
Duarte, CA 91010

COUNTY: Mr. Dean R. Lehman  
Assistant Deputy Director  
Traffic and Lighting Division  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- g. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize the cost of defending claims and lawsuits arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- h. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- i. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to; 1) entering into a tolling agreement with respect to any claims they may have against each other,

and 2) submitting to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral selected by a fair process. COUNTY and CITY agree to meet and confer as set forth in the preceding sentence prior to presenting claims or filing cross-complaints for indemnity against each other. COUNTY and CITY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for COUNTY and CITY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. It is understood and agreed that the provisions of this AGREEMENT shall supersede and control over any inconsistent provisions in the Assumption of Liability Agreement No. 32056 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF DUARTE on \_\_\_\_\_, 2013, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2013.

GAIL FARBER  
DIRECTOR OF PUBLIC WORKS  
COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Deputy Director

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By  \_\_\_\_\_  
Deputy

CITY OF DUARTE

By \_\_\_\_\_  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Attorney

## ATTACHMENT A

CITY OF DUARTE		
City Hall: 1600 Huntington Drive, 91010		
Central System Location: 900 South Fremont Ave, Alhambra, 91803		
Number	Arterial Street Name	Cross Street Name
1	Huntington Drive	Buena Vista Street
2	Huntington Drive	Crestfield Drive
3	Huntington Drive	Highland Avenue
4	Huntington Drive	Las Lomas Road
5	Huntington Drive	Mountain Vista Plaza

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MONROVIA, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

## W I T N E S S E T H

WHEREAS, on October 19, 2004, COUNTY entered into an agreement with Kimley-Horn and Associates, Inc., for the procurement of a traffic control system; and

WHEREAS, the traffic control system is known as the Kimley-Horn Integrated Transportation System (hereinafter referred to as KITS); and

WHEREAS, CITY has indicated their desire to connect their traffic signals to the COUNTY'S KITS; and

WHEREAS, on September 18, 2007, COUNTY executed an Amendment with Systems Analysis & Integration, Inc., for the expansion of a wireless communication system (hereinafter referred to as WIRELESS COMMUNICATION); and

WHEREAS, COUNTY'S agreement for WIRELESS COMMUNICATION includes a provision for placement at specified CITY traffic signals as denoted in Attachment A; and

WHEREAS, use of KITS requires that a communication link be established between a remote location and the CITY'S traffic signals listed in Attachment A (hereinafter referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, a KITS workstation is required in order for CITY to monitor and control their TRAFFIC SIGNALS from a remote location (hereinafter referred to as WORKSTATION); and

WHEREAS, basic traffic signal timing involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement and assigning detection; and

WHEREAS, coordination traffic signal timing involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY has developed LACO-4E traffic signal controller firmware to enable basic traffic signal timing and coordination timing for traffic signals connected to KITS; and



WHEREAS, COUNTY will install LACO-4E at CITY TRAFFIC SIGNALS listed in Attachment A; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to connecting CITY TRAFFIC SIGNALS to KITS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To convert and install LACO4-E basic traffic signal timing and coordination traffic signal timing at CITY TRAFFIC SIGNALS to enable operations with KITS, at no cost to CITY.
- b. To install WIRELESS COMMUNICATION at CITY TRAFFIC SIGNALS at no cost to CITY, unless another form of communication is denoted on Attachment A.
- c. To install WORKSTATION in CITY for their use to monitor and control CITY TRAFFIC SIGNALS, with the installation to be completed at no cost to CITY.
- d. To not alter basic traffic signal timing or coordination signal timing at CITY TRAFFIC SIGNALS without prior approval from CITY. In the event that COUNTY alters basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS following prior approval by the CITY, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS, CITY shall notify COUNTY in writing within thirty (30) days after the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing alterations performed by COUNTY.

- e. Subsequent to CITY'S approval in 1 (d) above, and upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement No. 77558 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), to review, observe, and if necessary, recommend revisions to and/or modify basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS. Upon approval from CITY, to download basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS from COUNTY'S KITS workstation to improve traffic signal operations. If revisions are required, COUNTY will provide CITY with updated traffic signal timing sheets to enable CITY to maintain a current copy.

(2) CITY AGREES:

- a. To be solely responsible for maintaining the basic traffic signal timing and coordination traffic signal timing for CITY TRAFFIC SIGNALS to promote coordinated traffic operations, multi-jurisdictional cooperation, and improve arterial traffic conditions.
- b. To inform the COUNTY of any changes implemented to the basic traffic signal timing and coordination traffic signal timing that may impact the coordination of CITY TRAFFIC SIGNALS.
- c. If CITY believes COUNTY improperly or negligently revised CITY TRAFFIC SIGNALS pursuant to section 1(d) hereinabove, CITY shall notify COUNTY in writing within thirty (30) days of the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing revisions performed by COUNTY.
- d. To inform the COUNTY of new traffic signal installations and any traffic signal modifications which would affect coordination traffic signal timing.
- e. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense WORKSTATION and WIRELESS COMMUNICATION (or other communication if denoted on Attachment A) that is installed at CITY TRAFFIC SIGNALS.
- f. If requested by the COUNTY, to issue a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 77558 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), pursuant to which the CITY will reimburse the COUNTY for the annual costs incurred by COUNTY to operate and maintain CITY TRAFFIC SIGNALS on the COUNTY'S KITS system. Said cost is

currently estimated to be Two Thousand and 00/100 Dollars (\$2,000) per year.

- g. If CITY desires COUNTY to observe, recommend revisions to, and/or modify the traffic signal timing at CITY TRAFFIC SIGNALS, to submit to COUNTY a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 77558 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect).
- h. To ensure the traffic signal timing sheets located in the cabinet for CITY TRAFFIC SIGNALS at each intersection contain the most recently installed version of the traffic signal timing and accurately reflect all changes made to CITY TRAFFIC SIGNALS.
- i. To allow COUNTY to monitor the operation of CITY TRAFFIC SIGNALS.
- j. To obtain and grant to COUNTY any necessary temporary right of way within CITY for installation of WIRELESS COMMUNICATION at no cost to COUNTY.
- k. To issue COUNTY a no-fee permit(s) authorizing COUNTY to install WIRELESS COMMUNICATION within CITY highway right of way.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The terms and provisions of Agreement No. 77558 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect) regarding the COUNTY and CITY'S roles and responsibilities in carrying out traffic signal synchronization projects shall remain in full force and effect.
- b. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining CITY TRAFFIC SIGNALS.
- c. CITY shall be solely responsible for detecting and correcting malfunctions of CITY TRAFFIC SIGNALS and COUNTY shall not be required to notify CITY of or correct any traffic signal malfunctions detected by KITS.
- d. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- e. Any additions, deletions, or modifications to this AGREEMENT shall be approved by the governing bodies of CITY and COUNTY, or their designees.

- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Ron Bow  
Director of Public Works  
City of Monrovia  
600 South Mountain Avenue  
Monrovia, CA 91016

COUNTY: Mr. Dean R. Lehman  
Assistant Deputy Director  
Traffic and Lighting Division  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- g. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize the cost of defending claims and lawsuits arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- h. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- i. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to; 1) entering into a tolling agreement with respect to any claims they may have against each other, and 2) submitting to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral selected by a fair process. COUNTY and CITY agree to meet and confer as set forth in the preceding sentence prior to presenting claims or

filing cross-complaints for indemnity against each other. COUNTY and CITY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for COUNTY and CITY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. It is understood and agreed that the provisions of this AGREEMENT shall supersede and control over any inconsistent provisions in the Assumption of Liability Agreement No. 32382 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONROVIA on \_\_\_\_\_, 2013, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2013.

GAIL FARBER  
DIRECTOR OF PUBLIC WORKS  
COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Deputy Director

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By  \_\_\_\_\_  
Deputy

CITY OF MONROVIA

By \_\_\_\_\_  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Attorney

## ATTACHMENT A

CITY OF MONROVIA		
City Hall: 415 South Ivy Avenue, 91016		
Central System Location: 900 South Fremont Ave, Alhambra, 91803		
Number	Arterial Street Name	Cross Street Name
1	Huntington Dr.	California Ave.
2	Huntington Dr.	Fifth Ave.
3	Huntington Dr.	Hwy Esplanade
4	Huntington Dr.	Magnolia Ave.
5	Huntington Dr.	Mayflower Ave.
6	Huntington Dr.	Monterey Ave.
7	Huntington Dr.	Mountain Ave.
8	Huntington Dr.	Myrtle Ave.
9	Huntington Dr.	Shamrock Ave.
10	Myrtle Ave.	Duarte Rd.

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF PICO RIVERA, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

## W I T N E S S E T H

WHEREAS, on October 19, 2004, COUNTY entered into an agreement with Kimley-Horn and Associates, Inc., for the procurement of a traffic control system; and

WHEREAS, the traffic control system is known as the Kimley-Horn Integrated Transportation System (hereinafter referred to as KITS); and

WHEREAS, CITY has indicated their desire to connect their traffic signals to the COUNTY'S KITS; and

WHEREAS, on September 18, 2007, COUNTY executed an Amendment with Systems Analysis & Integration, Inc., for the expansion of a wireless communication system (hereinafter referred to as WIRELESS COMMUNICATION); and

WHEREAS, COUNTY'S agreement for WIRELESS COMMUNICATION includes a provision for placement at specified CITY traffic signals as denoted in Attachment A; and

WHEREAS, use of KITS requires that a communication link be established between a remote location and the CITY'S traffic signals listed in Attachment A (hereinafter referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, a KITS workstation is required in order for CITY to monitor and control their TRAFFIC SIGNALS from a remote location (hereinafter referred to as WORKSTATION); and

WHEREAS, basic traffic signal timing involves the timing parameters for the general operation of a traffic signal, which typically include, but not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement and assigning detection; and

WHEREAS, coordination traffic signal timing involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY has developed LACO-4E traffic signal controller firmware to enable basic traffic signal timing and coordination timing for traffic signals connected to KITS; and



WHEREAS, COUNTY will install LACO-4E at CITY TRAFFIC SIGNALS listed in Attachment A; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to connecting CITY TRAFFIC SIGNALS to KITS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To convert and install LACO4-E basic traffic signal timing and coordination traffic signal timing at CITY TRAFFIC SIGNALS to enable operations with KITS, at no cost to CITY.
- b. To install WIRELESS COMMUNICATION at CITY TRAFFIC SIGNALS at no cost to CITY, unless another form of communication is denoted on Attachment A.
- c. To install WORKSTATION in CITY for CITY's use to monitor and control CITY TRAFFIC SIGNALS, with the installation to be completed at no cost to CITY.
- d. To not alter basic traffic signal timing or coordination signal timing at CITY TRAFFIC SIGNALS without prior approval from CITY. In the event that COUNTY alters basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS following prior approval by the CITY, COUNTY shall provide CITY with updated traffic signal timing sheets reflecting the changes made. If CITY believes COUNTY improperly or negligently altered basic traffic signal timing or coordination traffic signal timing at CITY TRAFFIC SIGNALS, CITY shall notify COUNTY in writing within thirty (30) days after the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing alterations performed by COUNTY.

- e. Subsequent to CITY'S approval in 1 (d) above, and upon receipt of a Service Request from CITY pursuant to the terms and conditions of the County/City General Service Agreement No. 76153 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), to review, observe, and if necessary, recommend revisions to and/or modify basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS. Upon approval from CITY, to download basic traffic signal timing and/or coordination traffic signal timing at CITY TRAFFIC SIGNALS from COUNTY'S KITS workstation to improve traffic signal operations. If revisions are required, COUNTY will provide CITY with updated traffic signal timing sheets to enable CITY to maintain a current copy.

(2) CITY AGREES:

- a. To be solely responsible for maintaining the basic traffic signal timing and coordination traffic signal timing for CITY TRAFFIC SIGNALS to promote coordinated traffic operations, multi-jurisdictional cooperation, and improve arterial traffic conditions.
- b. To inform the COUNTY of any changes implemented to the basic traffic signal timing and coordination traffic signal timing that may impact the coordination of CITY TRAFFIC SIGNALS.
- c. If CITY believes COUNTY improperly or negligently revised CITY TRAFFIC SIGNALS pursuant to section 1(d) hereinabove, CITY shall notify COUNTY in writing within thirty (30) days of the completion of COUNTY'S work on the CITY TRAFFIC SIGNALS. Should CITY fail to so notify COUNTY, CITY shall be deemed to have accepted and approved the timing revisions performed by COUNTY.
- d. To inform the COUNTY of new traffic signal installations and any traffic signal modifications which would affect coordination traffic signal timing.
- e. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense WORKSTATION and WIRELESS COMMUNICATION (or other communication if denoted on Attachment A) that is installed at CITY TRAFFIC SIGNALS.
- f. If requested by the COUNTY, to issue a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 76153 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect), pursuant to which the CITY will reimburse the COUNTY for the annual costs incurred by COUNTY to operate and maintain CITY TRAFFIC SIGNALS on the COUNTY'S KITS system. Said cost is currently estimated to be Two Thousand and 00/100 Dollars (\$2,000) per year.

- g. If CITY desires COUNTY to observe, recommend revisions to, and/or modify the traffic signal timing at CITY TRAFFIC SIGNALS, to submit to COUNTY a Service Request pursuant to the terms and conditions of the County/City General Service Agreement No. 76153 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect).
- h. To ensure the traffic signal timing sheets located in the cabinet for CITY TRAFFIC SIGNALS at each intersection contain the most recently installed version of the traffic signal timing and accurately reflect all changes made to CITY TRAFFIC SIGNALS.
- i. To allow COUNTY to monitor the operation of CITY TRAFFIC SIGNALS.
- j. To obtain and grant to COUNTY any necessary temporary right of way within CITY for installation of WIRELESS COMMUNICATION at no cost to COUNTY.
- k. To issue COUNTY a no-fee permit(s) authorizing COUNTY to install WIRELESS COMMUNICATION within CITY highway right of way.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The terms and provisions of Agreement No. 76153 (or whichever General Service Agreement between the COUNTY and CITY, or equivalent agreement between the COUNTY and CITY, is in effect) regarding the COUNTY and CITY'S roles and responsibilities in carrying out traffic signal synchronization projects shall remain in full force and effect.
- b. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining CITY TRAFFIC SIGNALS.
- c. CITY shall be solely responsible for detecting and correcting malfunctions of CITY TRAFFIC SIGNALS and COUNTY shall not be required to notify CITY of or correct any traffic signal malfunctions detected by KITS.
- d. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- e. Any additions, deletions, or modifications to this AGREEMENT shall be approved by the governing bodies of CITY and COUNTY, or their designees.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Arturo Cervantes  
Director of Public Works/City Engineer  
City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, CA 90660-1016

COUNTY: Mr. Dean R. Lehman  
Assistant Deputy Director  
Traffic and Lighting Division  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- g. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize the cost of defending claims and lawsuits arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- h. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- i. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to; 1) entering into a tolling agreement with respect to any claims they may have against each other, and 2) submitting to mediation regarding any claims they may have against each other, which mediation will take place before a third party neutral selected by a fair process. COUNTY and CITY agree to meet and confer as set forth in the preceding sentence prior to presenting claims or filing cross-complaints for indemnity against each other. COUNTY and CITY agree to toll all applicable statutes of limitations for a reasonable period of time if necessary for COUNTY and CITY to meet and confer prior to the time to present a claim or file a cross-complaint for indemnity.

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for dangerous condition of property owned by or under the control of COUNTY, COUNTY shall fully defend, indemnify, and hold CITY harmless from any and all liability arising from such dangerous condition.
- l. It is understood and agreed that the provisions of this AGREEMENT shall supersede and control over any inconsistent provisions in the Assumption of Liability Agreement No. 32074 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PICO RIVERA on \_\_\_\_\_, 2013, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2013.

GAIL FARBER  
DIRECTOR OF PUBLIC WORKS  
COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Deputy Director

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By  \_\_\_\_\_  
Deputy

CITY OF PICO RIVERA

By \_\_\_\_\_  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Attorney

# ATTACHMENT A

CITY OF PICO RIVERA CENTRAL SYSTEM LOCATION: 900 SOUTH FREMONT AVE, ALHAMBRA, 91803		
NUMBER	ARTERIAL STREET NAME	CROSS STREET NAME
1	Paramount Blvd	Washington Blvd
2	Rosemead Blvd	Washington Blvd
3	Rosemead Blvd	Slauson Av
4	Rosemead Blvd	Telegraph Rd
5	Washington Blvd	Crossway Dr
6	Washington Blvd	Loch Alene Ave
7	Washington Blvd	Passons Blvd
8	Rosemead Blvd	Coffman-Pico Rd
9	Rosemead Blvd	Mines Ave
10	Rosemead Blvd	Manzanar-Havenwood Dr
11	Rosemead Blvd	Whittier Blvd
12	Rosemead Blvd	Beverly Rd
13	Rosemead Blvd	Beverly Blvd
14	Rosemead Blvd	Market Place
15	Whittier Blvd	Myrtle St
16	Whittier Blvd	Paramount Blvd
17	Whittier Blvd	Lexington Rd
18	Whittier Blvd	Acacia Ave
19	Whittier Blvd	Lindsey Ave
20	Whittier Blvd	Durfee Ave
21	Whittier Blvd	Passons Blvd
22	Whittier Blvd	Gregg Rd
23	Beverly Blvd	Paramount Blvd
24	Beverly Blvd	Acacia Ave
25	Beverly Blvd	Durfee Ave
26	Beverly Blvd	Sandoval Ave
27	Beverly Blvd	San Gabriel River Pkwy
28	Beverly Blvd	Abbeywood Ave